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VFS LEASING CO.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA – EASTERN DIVISION

VFS LEASING CO.

Plaintiff,

vs.

TEAM LOGISTICS, INC., a California Corporation; BIG D EXPRESS, INC., a California corporation; HERITAGE TRANSPORT, INC., a California corporation; BALJIT SINGH, an individual; DHARMINDER RANDHAWA aka DHARMINDER SINGH RANDHAWA aka DHARMINDER SINGH, an individual; MANVINDER KAUR aka MANVINDER SINGH KAUR aka MANVINDER SINGH, an individual;

Defendants.

CASE NO. 5:17-cv-01568

COMPLAINT FOR:

- 1) BREACH OF CONTRACT**
- 2) MONEY LENT**
- 3) ACCOUNT STATED**
- 4) BREACH OF GUARANTY**

[Pleaded under Sixteen Causes of Action]

1. VFS LEASING CO. (hereafter referred to as “Plaintiff”) is a Delaware business trust with its principal place of business in Greensboro, North Carolina. Plaintiff’s sole beneficiary is VFS US LLC, a Delaware limited liability company with its principal place of business in Greensboro, North Carolina. The sole member of VFS US LLC is VNA Holding, Inc., a Delaware corporation with its principal place of business in Greensboro, North Carolina. Plaintiff’s

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1 Undivided Trust Interest Trustee and Administrative Trustee is U.S. Bank, a
2 national banking association, with its principal place of business in Minneapolis,
3 Minnesota. VFS Leasing's Delaware Trustee is U.S. Bank Trust National
4 Association, a national banking association, with its principal place of business in
5 Wilmington, Delaware.

6 2. The obligation hereinafter mentioned was incurred by Defendants,
7 and each of them, within the jurisdictional boundaries of the above-entitled Court
8 and this Court is the proper Court for the trial of this action pursuant to 28 U.S.C.
9 §1332.

10 3. Plaintiff is authorized to do business and doing business in the
11 counties of San Bernardino and Riverside, California.

12 4. Plaintiff is informed and believes and thereon alleges that Defendant,
13 TEAM LOGISTICS, INC. ("TEAM LOGISTICS"), is a corporation duly
14 organized under the laws of the State of California and doing business in San
15 Bernardino, California.

16 5. Plaintiff is informed and believes and thereon alleges that Defendant,
17 BIG D EXPRESS, INC. ("BIG D EXPRESS"), is a corporation duly organized
18 under the laws of the State of California and doing business in San Bernardino
19 County, California.

20 6. Plaintiff is informed and believes and thereon alleges that Defendant,
21 HERITAGE TRANSPORT, INC. ("HERITAGE TRANSPORT"), is a corporation
22 duly organized under the laws of the State of California and doing business in
23 Riverside County, California.

24 7. Plaintiff is informed and believes and thereon alleges that Defendant,
25 BALJIT SIGNH ("SIGNH"), is an individual residing in Riverside County,
26 California in the city of Riverside.

27 8. Plaintiff is informed and believes and thereon alleges that Defendant,
28 DHARMINDER RANDHAWA aka DHARMINDER SINGH RANDHAWA aka

1 DHARMINDER SINGH (“RANDHAWA”), is an individual residing in San
2 Bernardino County, California in the city of Rancho Cucamonga.

3 9. Plaintiff is informed and believes and thereon alleges that Defendant,
4 MANVINDER KAUR aka MANVINDER SINGH KAUR aka MANVINDER
5 SINGH (“KAUR”), is an individual residing in San Bernardino County, California
6 in the city of Rancho Cucamonga.

7 10. Plaintiff is informed and believes and thereon alleges that at all times
8 herein mentioned, each Defendant was the agent, servant, and employee of each
9 and every other Defendant and, in doing the acts herein alleged, was acting within
10 the scope and pursuant to such agency and employment. Alternatively, Plaintiff is
11 informed and believes that each Defendant ratified, approved, or condoned the
12 actions of every other Defendant.

13 JURISDICTION

14 11. This is a contract action involving an unpaid lease under a Master
15 Lease Agreement and accompanying personal guarantees in excess of \$75,000,
16 exclusive of interest and costs. Plaintiff is a Delaware business trust with its
17 principal place of business in Greensboro, North Carolina. Universal Investment is
18 a limited liability company duly organized under the laws of the State of California
19 and doing business in San Bernardino, California. TEAM LOGISTICS is a
20 corporation duly organized under the laws of the State of California and doing
21 business in San Bernardino, California. BIG D EXPRESS is a corporation duly
22 organized under the laws of the State of California and doing business in San
23 Bernardino County, California. HERITAGE TRANSPORT is a corporation duly
24 organized under the laws of the State of California and doing business in Riverside
25 County, California. SIGNH is an individual residing in Riverside County,
26 California in the city of Riverside. RANDHAWA is an individual residing in San
27 Bernardino County, California in the city of Rancho Cucamonga. KAUR is an
28 individual residing in San Bernardino County, California in the city of Rancho

Cucamonga.

12. This Court has diversity jurisdiction over this action pursuant to 28 U.S.C. §1332.

FIRST CLAIM FOR RELIEF

(Breach of Written Contract – Lease No. 1, against Defendant, Team Logistics)

13. Plaintiff incorporates the allegations contained in Paragraphs 1 through 9, inclusive, as though fully set forth herein.

14. On or about July 29, 2013, Team Logistics, for valuable consideration, executed a Lease Agreement with VFS Leasing Co., as a finance lease to acquire a 2014 Volvo VNL64T 670, VIN Number 4V4NC9EJXEN155687 (“Vehicle No. 1”). A true and correct copy of the Lease Agreement No. 1 is attached hereto as Exhibit “1” and incorporated herein by reference, and will hereinafter be referred to as “Lease No. 1.”

15. In connection with Lease Agreement No. 1, Team Logistics executed a Terminal Rental Adjustment Clause Schedule that provided that Team Logistics was to pay an initial rental payment of \$13,500.00 and forty-seven (47) monthly rental payments of \$2,570.00. A true and correct copy of the Terminal Rental Adjustment Clause Schedule is attached hereto as **Exhibit “2”** and hereafter referred to as part of Lease No. 1.

16. Team Logistics defaulted under the terms of Lease No. 1 by, inter alia, failing to remit payments due thereunder.

17. Pursuant to the terms of Lease No. 1, Team Logistics gave Plaintiff the right to resort to Vehicle No. 1 in fulfillment of all obligations due under the agreement, cancel Lessee’s rights to the equipment, and declare immediately due and payable in full all rental amounts then owing, together with expenses reasonably incurred by Plaintiff in any disposition thereof, should Team Logistics default in any way thereunder.

18. Following Team Logistics’ default, Vehicle No. 1 was recovered and

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1 sold for \$32,000.00 in a commercially reasonable manner.

2 19. Following Team Logistics' default and after applying the net proceeds
3 from the sale of Vehicle No. 1, there is now due and owing from Team Logistics to
4 Plaintiff the sum of \$38,285.19, plus interest at the rate of 18% per annum from the
5 date of default until paid.

6 20. Plaintiff has performed all obligations on its part to be performed
7 under the terms of Lease No. 1.

8 21. Lease No. 1 also provides that Team Logistics will pay Plaintiff's
9 reasonable attorneys' fees incurred in enforcing the terms of Lease No. 1, together
10 with all costs incurred therewith. It has become necessary for Plaintiff to engage
11 the law firm of Gordon & Rees for the purpose of bringing this action. Therefore,
12 Plaintiff is entitled to a further and additional sum as and for reasonable attorneys'
13 fees which it has incurred in this action.

14 **SECOND CLAIM FOR RELIEF**

15 (Account Stated- Lease No. 1 against Defendant, Team Logistics)

16 22. Plaintiff incorporates the allegations contained in Paragraphs 1
17 through 19 inclusive, as though set forth in full.

18 23. Within the past two years an account was stated in writing by and
19 between Plaintiff and Team Logistics wherein it was agreed that Team Logistics
20 was indebted to Plaintiff in the sum of \$135,667.02 plus contractual charges.

21 24. All of said sum has not been paid, although demand therefor has been
22 made, there is now due, owing, and unpaid from Team Logistics the sum of
23 \$38,285.19, plus interest from the date of default, until paid.

24 **THIRD CLAIM FOR RELIEF**

25 (Money Lent-Lease No. 1 against Defendant, Team Logistics)

26 25. Plaintiff incorporates the allegations contained in Paragraphs 1
27 through 21 inclusive, as though set forth in full.

28 26. Within the last two years, Team Logistics became indebted to Plaintiff

1 in the sum of \$135,667.02 for money lent by Plaintiff to Team Logistics at his
2 insistence and request.

3 27. Although demand therefor has been made, there is now due, owing,
4 and unpaid to Plaintiff from Team Logistics the sum of \$38,285.19 plus interest
5 from the date of default, until paid.

6 **FOURTH CLAIM FOR RELIEF**

7 (Breach of Written Contract – Lease No. 2 against Defendant, Big D. Express)

8 28. Plaintiff incorporates the allegations contained in Paragraphs 1
9 through 9, inclusive, as though fully set forth herein.

10 29. On or about July 29, 2013, Big D Express, for valuable consideration,
11 executed Lease Agreement with VFS Leasing Co., as a finance lease to acquire a
12 2014 Volvo VNL64T 670, VIN Number 4V4NC9EJ6EN155685 (“Vehicle No.
13 2”). A true and correct copy of the Lease Agreement No. 2 is attached hereto as
14 **Exhibit “3”** and incorporated herein by reference, and will hereinafter be referred
15 to as “Lease No. 2.”

16 30. In connection with Lease No. 2, Big D Express executed a Terminal
17 Rental Adjustment Clause Schedule that provided that Team Logistics was to pay
18 an initial rental payment of \$13,500.00 and forty-seven (47) monthly rental
19 payments of \$2,570.00. A true and correct copy of the Terminal Rental
20 Adjustment Clause Schedule is attached hereto as **Exhibit “4”** and hereafter
21 referred to as part of Lease No. 2.

22 31. Big D Express defaulted under the terms of Lease No. 2 by, inter alia,
23 failing to remit payments due thereunder.

24 32. Pursuant to the terms of Lease No. 2, Big D Express gave Plaintiff the
25 right to resort to Vehicle No. 2 in fulfillment of all obligations due under the
26 agreement, cancel Lessee’s rights to the equipment, and declare immediately due
27 and payable in full all rental amounts then owing, together with expenses
28 reasonably incurred by Plaintiff in any disposition thereof, should Big D Express

1 default in any way thereunder.

2 33. Following Big D's default, Vehicle No. 2 was recovered and sold for
3 \$32,000.00 in a commercially reasonable manner.

4 34. Following Big D's default and after applying the net proceeds from
5 the sale of Vehicle No. 2, there is now due and owing from Big D to Plaintiff the
6 sum of \$42,584.54, plus interest at the rate of 18% per annum from the date of
7 default until paid.

8 35. Plaintiff has performed all obligations on its part to be performed
9 under the terms of Lease No. 2.

10 36. Lease No. 2 also provides that Big D Express will pay Plaintiff's
11 reasonable attorneys' fees incurred in enforcing the terms of Lease No. 2, together
12 with all costs incurred therewith. It has become necessary for Plaintiff to engage
13 the law firm of Gordon & Rees for the purpose of bringing this action. Therefore,
14 Plaintiff is entitled to a further and additional sum as and for reasonable attorneys'
15 fees which it has incurred in this action.

16 **FIFTH CLAIM FOR RELIEF**

17 (Account Stated – Lease No. 2 against Defendant, Big D Express)

18 37. Plaintiff incorporates the allegations contained in Paragraphs 1
19 through 9 and 26 through 33 inclusive, as though set forth in full.

20 38. Within the last four years an account was stated in writing by and
21 between Plaintiff and Big D Express wherein it was agreed that Big D Express was
22 indebted to Plaintiff in the total sum of \$134,557.02, plus contractual charges.

23 39. All of said sum has not been paid, although demand therefor has been
24 made, there is now due, owing, and unpaid from Big D Express the sum of
25 \$42,584.54, plus interest from the date of default, until paid.

26 **SIXTH CLAIM FOR RELIEF**

27 (Money Lent – Lease No. 2 against Defendant, Big D Express)

28 40. Plaintiff incorporates the allegations contained in Paragraphs 1

1 through 9 and 26 through 36 inclusive, as though set forth in full.

2 41. Within the last two years Defendant became indebted to Plaintiff in
3 the sum of \$135,667.02 for money lent by Plaintiff to Big D Express at his
4 insistence and request.

5 42. Although demand therefor has been made, there is now due, owing,
6 and unpaid to Plaintiff from Defendant the sum of \$42,584.54, plus interest from
7 the date of default, until paid.

8 **SEVENTH CLAIM FOR RELIEF**

9 (Breach of Written Contract – Lease No. 3. against Defendant, Team Logistics)

10 43. Plaintiff incorporates the allegations contained in Paragraphs 1
11 through 9, inclusive, as though fully set forth herein.

12 44. On or about March 13, 2014, Team Logistics, for valuable
13 consideration, executed Lease Agreement with VFS Leasing Co., as a finance lease
14 to acquire two 2014 Volvo VNL64T 670s, with VIN Number
15 4V4NC9EJ2EN163590 (“Vehicle No. 3”) and VIN Number
16 4V4NC9EJ2EN163589 (“Vehicle No. 4”). A true and correct copy of the Lease
17 Agreement No. 3 is attached hereto as **Exhibit “5”** and incorporated herein by
18 reference, and will hereinafter be referred to as “Lease No. 3.”

19 45. In connection with Lease No. 3, Team Logistics executed a Terminal
20 Rental Adjustment Clause Schedule that provided that Team Logistics was to pay
21 an initial rental payment of \$27,000 and forty-seven (47) monthly rental payments
22 of \$5,157.12. A true and correct copy of the Terminal Rental Adjustment Clause
23 Schedule is attached hereto as **Exhibit “6” and hereafter referred to as part of**
24 **Lease No. 3.**

25 46. Team Logistics defaulted under the terms of Lease No. 3 by, inter
26 alia, failing to remit payments due thereunder.

27 47. Pursuant to the terms of Lease No. 3, Team Logistics gave Plaintiff
28 the right to resort to Vehicle Nos. 3 and 4 in fulfillment of all obligations due under

1 the agreement, cancel Lessee's rights to the equipment, and declare immediately
 2 due and payable in full all rental amounts then owing, together with expenses
 3 reasonably incurred by Plaintiff in any disposition thereof, should Team Logistics
 4 default in any way thereunder.

5 48. Following Team Logistics' default, Vehicle Nos. 3 and 4 were
 6 recovered and collectively sold for \$73,252.00 in a commercially reasonable
 7 manner.

8 49. Following Team Logistics' default and after applying the net proceeds
 9 from the sale of Vehicle Nos. 3 and 4, there is now due and owing from Team
 10 Logistics' to Plaintiff the sum of \$106,047.68, plus interest at the rate of 18% per
 11 annum from the date of default until paid.

12 50. Plaintiff has performed all obligations on its part to be performed
 13 under the terms of Lease No. 3.

14 51. Lease No. 3 also provides that Team Logistics will pay Plaintiff's
 15 reasonable attorneys' fees incurred in enforcing the terms of Lease No. 3, together
 16 with all costs incurred therewith. It has become necessary for Plaintiff to engage
 17 the law firm of Gordon & Rees for the purpose of bringing this action. Therefore,
 18 Plaintiff is entitled to a further and additional sum as and for reasonable attorneys'
 19 fees which it has incurred in this action.

20 **EIGHTH CLAIM FOR RELIEF**

21 (Account Stated – Lease No. 3 against Defendant, Team Logistics)

22 52. Plaintiff incorporates the allegations contained in Paragraphs 1
 23 through 9 and 41 through 48 inclusive, as though set forth in full.

24 53. Within the last three years an account was stated in writing by and
 25 between Plaintiff and Team Logistics wherein it was agreed that Team Logistics
 26 was indebted to Plaintiff in the total sum of \$269,151.68, plus contractual charges.

27 54. All of said sum has not been paid, although demand therefor has been
 28 made, there is now due, owing, and unpaid from Team Logistics the sum of

1 \$106,047.68, plus interest from the date of default, until paid.

2 **NINTH CLAIM FOR RELIEF**

3 (Money Lent- Lease No. 3 against Defendant, Team Logistics)

4 55. Plaintiff incorporates the allegations contained in Paragraphs 1
5 through 9 and 41through 51 inclusive, as though set forth in full.

6 56. Within the last three years Defendant became indebted to Plaintiff in
7 the sum of \$269,151.68 for money lent by Plaintiff to Team Logistics at his
8 insistence and request.

9 57. Although demand therefor has been made, there is now due, owing,
10 and unpaid to Plaintiff from Defendant the sum of \$106,047.68, plus interest from
11 the date of default, until paid.

12 **TENTH CLAIM FOR RELIEF**

13 (Breach of Written Contract – Lease No. 4 against Defendant, Big D Express)

14 58. Plaintiff incorporates the allegations contained in Paragraphs 1
15 through 9, inclusive, as though fully set forth herein.

16 59. On or about March 13, 2014, Big D Express, for valuable
17 consideration, executed Lease Agreement with VFS Leasing Co., as a finance lease
18 to acquire a 2014 Volvo VNL64T 670, VIN Number 4V4NC9EJ4EN163591 (
19 “Vehicle No. 5”). A true and correct copy of the Lease Agreement No. 4 is
20 attached hereto as **Exhibit “7”** and incorporated herein by reference, and will
21 hereinafter be referred to as “Lease No. 4.”

22 60. In connection with Lease No. 4, Big D Express executed a Terminal
23 Rental Adjustment Clause Schedule that provided that Big D Express was to pay
24 an initial rental payment of \$13,500.00 and forty-seven (47) monthly rental
25 payments of \$2,587.63. A true and correct copy of the Terminal Rental
26 Adjustment Clause Schedule is attached hereto as **Exhibit “8” and hereafter**
27 **referred to as part of Lease No. 4.**

28 61. Big D Express defaulted under the terms of Lease No. 4 by, inter alia,

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1 failing to remit payments due thereunder.

2 62. Pursuant to the terms of Lease No. 4, Big D Express gave Plaintiff the
3 right to resort to Vehicle No. 5 in fulfillment of all obligations due under the
4 agreement, cancel Lessee's rights to the equipment, and declare immediately due
5 and payable in full all rental amounts then owing, together with expenses
6 reasonably incurred by Plaintiff in any disposition thereof, should Big D Express
7 default in any way thereunder. Although demand has been made by Plaintiff for
8 Big D Express to surrender Vehicle No. 5, Big D Express refuses to provide same.

9 63. Following Big D's default, Vehicle No. 5 was recovered and sold for
10 \$37,251.00 in a commercially reasonable manner.

11 64. Following Big D Express' default, there is now due and owing from
12 Big D Express to Plaintiff the sum of \$23,923.22 plus contractual default interest at
13 the rate of 18% per annum from the date of default until paid.

14 65. Plaintiff has performed all obligations on its part to be performed
15 under the terms of Lease No. 4.

16 66. Lease No. 4 also provides that Big D Express will pay Plaintiff's
17 reasonable attorneys' fees incurred in enforcing the terms of Lease No. 4, together
18 with all costs incurred therewith. It has become necessary for Plaintiff to engage
19 the law firm of Gordon & Rees for the purpose of bringing this action. Therefore,
20 Plaintiff is entitled to a further and additional sum as and for reasonable attorneys'
21 fees which it has incurred in this action.

22 **ELEVENTH CLAIM FOR RELIEF**

23 (Account Stated- Lease No. 4 against Defendant, Big D Express)

24 67. Plaintiff incorporates the allegations contained in Paragraphs 1
25 through 9 and 56 through 63 inclusive, as though set forth in full.

26 68. Within the last three years an account was stated in writing by and
27 between Plaintiff and Big D Express wherein it was agreed that Big D Express was
28 indebted to Plaintiff in the total sum of \$134,970.84, plus contractual charges.

69. All of said sum has not been paid, although demand therefor has been made, there is now due, owing, and unpaid from Big D Express the sum of \$23,923.22, plus interest from the date of default, until paid.

TWELFTH CLAIM FOR RELIEF

(Money Lent- Lease No. 4 against Defendant, Big D Express)

70. Plaintiff incorporates the allegations contained in Paragraphs 1 through 9 and 55 through 66 inclusive, as though set forth in full.

71. Within the last three years Defendant became indebted to Plaintiff in the sum of \$134,970.84 for money lent by Plaintiff to Big D Express at his insistence and request.

72. Although demand therefor has been made, there is now due, owing, and unpaid to Plaintiff from Defendant the sum of \$23,923.22, plus interest from the date of default, until paid.

THIRTEENTH CLAIM FOR RELIEF

(Breach of Continuing Guaranty No. 1 against SINGH, BIG D EXPRESS, RANDHAWA, HERITAGE TRANSPORT, and KAUR)

73. Plaintiff incorporates the allegations contained in Paragraphs 1 through 9 and 11 through 69 inclusive, as though set forth in full.

74. On or about July 29, 2013, SINGH, BIG D EXPRESS, RANDHAWA, HERITAGE TRANSPORT and KAUR executed and delivered to Plaintiff a written Continuing Guaranty ("Guaranty No. 1") by which they guaranteed to Plaintiff payment of all of the obligations of Team Logistics then owing or thereafter incurred, together with accrued interest, costs and attorneys' fees incurred in the collection thereof and the enforcement of Guaranty No. 1. A copy of Guaranty No. 1 is attached hereto, marked **Exhibit "9"** and incorporated herein by reference.

75. In reliance on Guaranty No. 1, Plaintiff leased Team Logistics various trucks, including the lease evidenced by Exhibits "1 and 2" attached hereto.

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76. Pursuant to the terms of Guaranty No. 1, demand has been made on SINGH, BIG D EXPRESS, RANDHAWA, HERITAGE TRANSPORT and KAUR to pay the sum the current amount owed under the Lease Agreement No. 1 and Terminal Rental Adjustment Clause Schedule. However, SINGH, BIG D EXPRESS, RANDHAWA, HERITAGE TRANSPORT, and KAUR refuse to pay said sum, or any part thereof, and the sum of \$38,285.19, together with accrued interest thereon, is due and payable from SINGH, BIG D EXPRESS, RANDHAWA, HERITAGE TRANSPORT, and KAUR to Plaintiff.

77. Guaranty No. 1 provides that SINGH, BIG D EXPRESS, RANDHAWA, HERITAGE TRANSPORT, and KAUR will pay all expenses and costs incurred by Plaintiff in enforcing Guaranty No. 1 including, but not limited to, reasonable attorneys' fees.

FOURTEENTH CLAIM FOR RELIEF

(Breach of Continuing Guaranty No. 2 against SINGH, HERITAGE TRANSPORT, RANDHAWA, TEAM LOGISTICS, and KAUR)

78. Plaintiff incorporates the allegations contained in Paragraphs 1 through 9 and 11 through 69 inclusive, as though set forth in full.

79. On or about July 29, 2013, SINGH, HERITAGE TRANSPORT, RANDHAWA, TEAM LOGISTICS and KAUR executed and delivered to Plaintiff a written Continuing Guaranty ("Guaranty No. 2") by which they guaranteed to Plaintiff payment of all of the obligations of Big D Express then owing or thereafter incurred, together with accrued interest, costs and attorneys' fees incurred in the collection thereof and the enforcement of Guaranty No. 2. A copy of Guaranty No. 2 is attached hereto, marked **Exhibit "10"** and incorporated herein by reference.

80. In reliance on Guaranty No. 2, Plaintiff leased Big D Express various trucks, including the lease evidenced by Exhibits "3 and 4" attached hereto.

81. Pursuant to the terms of Guaranty No. 2, demand has been made on

1 SINGH, HERITAGE TRANSPORT, RANDHAWA, TEAM LOGISICS and
 2 KAUR to pay the sum the current amount owed under the Lease Agreement No. 2
 3 and Terminal Rental Adjustment Clause Schedule. However, SINGH,
 4 HERITAGE TRANSPORT, RANDHAWA, TEAM LOGISICS and KAUR refuse
 5 to pay said sum, or any part thereof, and the sum of \$42,584.54, together with
 6 accrued interest thereon, is due and payable from SINGH, HERTITAGE
 7 TRANSPORT, RANDHAWA, TEAM LOGISICS and KAUR to Plaintiff.

8 82. Guaranty No. 2 provides that SINGH, HERITAGE TRANSPORT,
 9 RANDHAWA, TEAM LOGISICS and KAUR will pay all expenses and costs
 10 incurred by Plaintiff in enforcing Guaranty No. 2 including, but not limited to,
 11 reasonable attorneys' fees.

12 **FIFTEENTH CLAIM FOR RELIEF**

13 (Breach of Continuing Guaranty No. 3 against SINGH, BIG D EXPRESS,
 14 RANDHAWA, HERITAGE TRANSPORT, and KAUR)

15 83. Plaintiff incorporates the allegations contained in Paragraphs 1
 16 through 9 and 11 through 69 inclusive, as though set forth in full.

17 84. On or about July 19, 2013, SINGH, BIG D EXPRESS,
 18 RANDHAWA, HERITAGE TRANSPORT and KAUR executed and delivered to
 19 Plaintiff a written Continuing Guaranty ("Guaranty No. 3") by which they
 20 guaranteed to Plaintiff payment of all of the obligations of Team Logistics then
 21 owing or thereafter incurred, together with accrued interest, costs and attorneys'
 22 fees incurred in the collection thereof and the enforcement of Guaranty No. 3. A
 23 copy of Guaranty No. 3 is attached hereto, marked **Exhibit "11"** and incorporated
 24 herein by reference.

25 85. In reliance on Guaranty No. 3, Plaintiff leased Team Logistics various
 26 trucks, including the lease evidenced by Exhibits "5 and 6" attached hereto.

27 86. Pursuant to the terms of Guaranty No. 3, demand has been made on
 28 SINGH, BIG D EXPRESS, RANDHAWA, HERITAGE TRANSPORT and

KAUR to pay the sum the current amount owed under the Lease Agreement No. 3 and Terminal Rental Adjustment Clause Schedule. However, SINGH, BIG D EXPRESS, RANDHAWA, HERITAGE TRANSPORT and KAUR refuse to pay said sum, or any part thereof, and the sum of \$106,047.68, together with accrued interest thereon, is due and payable from SINGH, BIG D EXPRESS, RANDHAWA, HERITAGE TRANSPORT and KAUR to Plaintiff.

87. Guaranty No. 3 provides that SINGH, BIG D EXPRESS, RANDHAWA, HERITAGE TRANSPORT and KAUR will pay all expenses and costs incurred by Plaintiff in enforcing Guaranty No. 3 including, but not limited to, reasonable attorneys' fees.

SIXTEENTH CLAIM FOR RELIEF

(Breach of Continuing Guaranty No. 4 against SINGH, HERITAGE TRANSPORT, RANDHAWA, TEAM LOGISTICS, and KAUR)

88. Plaintiff incorporates the allegations contained in Paragraphs 1 through 9 and 11 through 69 inclusive, as though set forth in full.

89. On or about July 29, 2013, SINGH, HERITAGE TRANSPORT, RANDHAWA, TEAM LOGISTICS and KAUR executed and delivered to Plaintiff a written Continuing Guaranty ("Guaranty No. 4") by which they guaranteed to Plaintiff payment of all of the obligations of Big D Express then owing or thereafter incurred, together with accrued interest, costs and attorneys' fees incurred in the collection thereof and the enforcement of Guaranty No. 4. A copy of Guaranty No. 4 is attached hereto, marked **Exhibit "12"** and incorporated herein by reference.

90. In reliance on Guaranty No. 4, Plaintiff leased Team Logistics various trucks, including the lease evidenced by Exhibits "7 and 8" attached hereto.

91. Pursuant to the terms of Guaranty No. 4, demand has been made on SINGH, HERITAGE TRANSPORT, RANDHAWA, TEAM LOGISTICS and KAUR to pay the sum the current amount owed under the Lease Agreement No. 4

and Terminal Rental Adjustment Clause Schedule. However, SINGH, HERITAGE TRANSPORT, RANDHAWA, TEAM LOGISTICS and KAUR refuse to pay said sum, or any part thereof, and the sum of \$23,923.22, together with accrued interest thereon, is due and payable from SINGH, HERITAGE TRANSPORT, RANDHAWA, TEAM LOGISTICS and KAUR to Plaintiff.

92. Guaranty No. 4 provides that SINGH, HERITAGE TRANSPORT, RANDHAWA, TEAM LOGISTICS and KAUR will pay all expenses and costs incurred by Plaintiff in enforcing Guaranty No. 4 including, but not limited to, reasonable attorneys' fees.

PRAYER

ON THE FIRST CLAIM FOR RELIEF (Breach of Contract -Lease No. 1):

1. For damages in the sum of \$38,285.19;
2. For default interest at the contractual rate of 18%;
3. For reasonable attorneys' fees; and
4. For costs of suit incurred herein.

ON THE SECOND AND THIRD CLAIMS FOR RELIEF (Account Stated & Money Lent- Lease No. 1):

5. For damages in the sum of \$38,285.19;
6. For interest at the legal rate; and
7. For costs of suit incurred herein.

ON THE FOURTH CLAIM FOR RELIEF (Breach of Contract-Lease No. 2):

8. For damages in the sum of \$42,584.54
9. For default interest at the contractual rate of 18%;
10. For reasonable attorneys' fees; and
11. For costs of suit incurred herein.

ON THE FIFTH AND SIXTH CLAIMS FOR RELIEF (Account Stated & Money Lent- Loan No. 2):

12. For damages in the sum of \$42,584.54;

1 13. For interest at the legal rate; and

2 14. For costs of suit incurred herein.

3 **ON THE SEVENTH CLAIM FOR RELIEF (Breach of Contract-Lease No.**

4 **3):**

5 15. For damages in the sum of \$106,047.68

6 16. For default interest at the contractual rate of 18%;

7 17. For reasonable attorneys' fees; and

8 18. For costs of suit incurred herein.

9 **ON THE EIGHTH AND NINTH CLAIMS FOR RELIEF (Account Stated**

10 **& Money Lent- Loan No. 3):**

11 19. For damages in the sum of \$106,047.68;

12 20. For interest at the legal rate; and

13 21. For costs of suit incurred herein.

14 **ON THE TENTH CLAIM FOR RELIEF (Breach of Contract-Lease No. 4):**

15 22. For damages in the sum of \$23,923.22

16 23. For default interest at the contractual rate of 18%;

17 24. For reasonable attorneys' fees; and

18 25. For costs of suit incurred herein.

19 **ON THE ELEVENTH AND TWELVTH CLAIMS FOR RELIEF (Account**

20 **Stated & Money Lent- Loan No. 4):**

21 26. For damages in the sum of \$23,923.22;

22 27. For interest at the legal rate; and

23 28. For costs of suit incurred herein.

24 **ON THE THIRTEENTH CLAIM FOR RELIEF (Breach of Guaranty No 1):**

25 29. For damages in the sum of \$144,332.87;

26 30. For interest at the contractual default rate of 18%;

27 31. For reasonable attorneys' fees; and

28 32. For costs of suit incurred herein.

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ON THE FOURTEENTH CLAIM FOR RELIEF (Breach of Guaranty No 2):

- 33. For damages in the sum of \$66,507.76;
- 34. For interest at the contractual default rate of 18%;
- 35. For reasonable attorneys' fees; and
- 36. For costs of suit incurred herein.

ON THE FIFTEENTH CLAIM FOR RELIEF (Breach of Guaranty No 3):

- 37. For damages in the sum of \$144,332.87;
- 38. For interest at the contractual default rate of 18%;
- 39. For reasonable attorneys' fees; and
- 40. For costs of suit incurred herein.

ON THE SIXTEENTH CLAIM FOR RELIEF (Breach of Guaranty No 4):

- 41. For damages in the sum of \$66,507.76;
- 42. For interest at the contractual default rate of 18%;
- 43. For reasonable attorneys' fees; and
- 44. For costs of suit incurred herein.

ON ALL CLAIMS FOR RELIEF:

- 45. For such other and further relief as the Court deems just and proper.

Dated: August 4, 2017

Respectfully submitted,

GORDON & REES, LLP

s/Benjamin T. Morton

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